

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Education ("Grantee") and the Ohio Department of Education ("Grantor"). The Grantor will use the financial assistance to undertake and complete a project (the "Eligible Grant Project"), as further defined in the Grant Application. The Grantor shall use the financial assistance for the Continuous Improvement Program (the "CCIP"). The Community Connectors Grant Information (the "Grant Information") shall be subject to the terms and conditions of the Agreement and the Grant Information, the Agreement shall prevail and control.

1. Eligible Grant Project Funding.

1. (a) State Grant. Grantor hereby grants to Grantee, funds in an amount those requested and approved for in the Grant Application in CCIP (the "Grant Funds").

1. (b) Purpose. The Grant Funds may be used for the sole and express purpose of undertaking and completing the Grant Application. Grantee may not use the Grant Funds for any purpose other than for Eligible Grant Project C

2. Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio (the "State") budgetary constraints. If Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds. Grantor hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon w

3. Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notification of such reduction, the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing of such increase. Any s

4. Payment and Accounting of Grant Funds

4. (a) Payment of Grant Funds.

4. (a) (i) Project Cash Requests. Grant Funds shall be disbursed to Grantee on a reimbursement basis. Grantor shall be the sole evaluator of the adequacy of invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee. Grantor shall require Grantee to submit such documentation as necessary to substantiate a project cash request. In the event of a complete or partial denial, and Grantee shall have an opportunity to re-submit the request for payment with additional information responsive to the denial. Grantee shall initiate a voucher for payment within 30 days after receipt of a payment request from Grantee.

4. (a) (ii) Restrictions on Use of Grant Funds. Grant Funds shall only be disbursed to Grantee for expenditures for the Eligible Grant Project. In addition to the disbursement of Grant Funds described above, up to five (5) percent of the Grant Funds may be disbursed to Grantor for administrative costs.

4. (b) Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-01, are incurred by Grantee, Grantee shall be reimbursed in accordance with the Expense Rule. Grantee agrees that it shall not be reimbursed for expenses whether purchased by the Grantee or Grantor or their respective employees or agents.

4. (c) Budget Amendment. A budget amendment is required when Grantee desires to reallocate to or from a budget line item more than ten percent (10%) of the approved line item amount. Reallocation of less than ten percent (10%) to or from a line item requires no budget amendment. Grantee shall not reallocate Grant Funds to any new budget line item. The addition of a new budget line item not funded with Grant Funds requires a budget amendment.

5. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of the Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantee shall be responsible for the Eligible Grant Project actually incurred by Grantee or for costs that fail to meet the eligibility guidelines outlined in the Grant Application. In accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds to Grantor in accordance with the Grant Agreement by June 30, 2017 (as such date is affirmatively abandoned by Grantee, all Grant Funds shall be returned by the Project Completion Date or abandonment has occurred).

6. Repayment of Grant Funds.

6. (a) Non-Completion of Eligible Grant Project. If the Eligible Grant Project is not completed during the term of the Agreement, the Grantor, all or a portion of Grant Funds disbursed to Grantee as Grantor determines. Grantee shall pay this amount to the Grantor.

6. (b) Payment Overages. In no event shall disbursements exceed the amount of Grant Funds. Further,

7. Agreement Deadlines and Term.

7. (a) Term of Agreement. This Agreement shall be in effect from the Effective Date through June 30, 2017 as the "Term"). Notwithstanding the above, Grantee acknowledges that the Term extends beyond the Project Completion Date.

7. (b) Modification to Term of Agreement. If it is anticipated that Grantee will not have completed the Eligible Grant Project 90 days prior to June 30, 2017, unless otherwise agreed to by the Grantor. It will be within the sole discretion of Grantor to extend the Term.

8. Non-Discrimination.

8. (a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion of the Eligible Grant Project and any contiguous Ohio counties.

8. (b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment on the basis of merit. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the project. Grantee shall require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

9. Project Manager. Grantee hereby designates the officer or employee of Grantee identified in the Grant Application as the person designated to serve as Project Manager.

10. Securing Contractor(s).

10. (a) Qualified Personnel. Grantee agrees to secure qualified personnel and/or contractors to complete eligible activities of the Eligible Grant Project. Grantee or any Consortium Member(s) as identified in the Grant Application, or under the direct supervision of the Project Manager, shall select and hire all contractors under this Agreement, including any applicable procurement processes.

10. (b) Binding Provisions. Where performance of eligible activities of the Eligible Grant Project are carried out by a Consortium Member(s) under this Agreement binding on such Consortium Member(s) and/or contractor. Notwithstanding any delegation of activities to a Consortium Member(s), the Consortium Member(s) shall be bound by the requirements of the Agreement.

11. Reporting.

11. (a) Compliance Reports. Grantee shall provide a Compliance Report to the Grantor at three dates during the Term of the Agreement. The Compliance Report shall include responses to the questions made available in the compliance system maintained by the Grantor, including details on progress and expenditures.

11. (a) (i) The total number of participating students;

11. (a) (ii) The total number of participating mentors;

11. (a) (iii) The total number of contact hours;

11. (a) (iv) Budget and match reporting details; and

11. (a) (v) The total number of hours spent training mentors.

Additionally, at any time during the Term of the Agreement, Grantor may request an updated Compliance Report, which shall be provided to Grantor within 30 days of the request.

11. (b) Final Expenditure Report. Within 90 days after the Eligible Grant Project is completed, whether on or before the date of the final Compliance Report, Grantee shall submit a "Final Expenditure Report" in the form prescribed by the Grantor.

12. Records Maintenance and Access.

12. (a) Maintenance of Records. Grantee shall establish and maintain for at least three years after the Project Completion Date all records relating to the Eligible Grant Project, including, but not limited to, financial reports and all other information pertaining to Grantee's performance under the Agreement. Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

12. (b) **Inspection and Copying.** At any time during normal business hours and upon not less than 24 hours prior to its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grantor, the case may be. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies. Grantor may conduct its inspection of books and records in such a manner as not to interfere unreasonably with the normal business of the Grantee and expense, segregate records to be made available for inspection pursuant to this section from Grantee's or any Consortium Member(s) to authorize, Grantor to inspect the personnel records and corporate financial statements of Grantee or any Consortium Member(s). This inspection right does not require Grantee or any Consortium Member(s) to waive any protections afforded by the Ohio Public Records Act.

13. **Adherence to State and Federal Laws and Regulations.**

13. (a) **General.** Grantee and any Consortium Member(s) shall comply with all applicable federal, State, and local laws and the operation of the Eligible Grant Project as long as Grantee has any obligation to Grantor under this Agreement for compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security with respect to the Eligible Grant Project, and Grantee shall comply with all applicable environmental, zoning, planning and building codes.

13. (b) **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics laws, 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (2) will take no action inconsistent with those laws. A violation of the Ohio ethics and conflict of interest laws, in itself, grounds for termination of this Agreement and the grant of funds.

13. (c) **Conflict of Interest.** No personnel of Grantee, any Consortium Member(s) or contractor of Grantee, who is or will be employed or completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any other functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action or her participation in any such action would not be contrary to the public interest.

13. (d) **Outstanding Liabilities.** Grantee represents and warrants to Grantor that Grantee does not owe: (1) any money to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any amounts owed are being contested in a court of law.

If Grantee owes any outstanding liability or liabilities, as described above in this Section 13(d), or if Grantee is aware that any Consortium Member(s) at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor any liabilities disclosed in accordance with the Section unless such liability or liabilities has or have a material impact on the Agreement or of the Consortium Member(s) under any related agreement. This section is not intended to require a protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

13. (e) **Falsification of Information.** Grantee represents and warrants to Grantor that Grantee has made no false statement. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance from the State, future economic development assistance from the State, any State agency or a Political Subdivision. In addition, such person commits a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F) (1).

13. (f) **Prevailing Wage.** Construction of public improvements with public funds may be subject to the prevailing wage requirements provided by the State under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of the State and Labor, makes all determinations about the application of prevailing wage requirements. If applicable, Grantor shall make applicable to the Eligible Grant Project. Grantee shall designate or cause to be designated an individual who shall prepare and submit the prevailing wage certification to the State.

13. (g) **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantee are subject to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from public inspection.

14. **Default and Remedies.**

18. (e) Amendments. Either party may at any time during the term of this Agreement request amendments or request the justification for each change. The parties shall review the request for amendment taking into consideration the proposed change(s). All amendments shall be written, approved, and executed in the same manner as the Agreement. All amendments shall be proposed change(s).

18. (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its rights under this Agreement or applicable law.

18. (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of

18. (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not

18. (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

18. (j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and

18. (k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or termination of this Agreement shall benefit the parties and their respective successors and permitted assigns.

18. (l) Authorized Representative. The Grantee represents and warrants that the Grantee, through its authorized

18. (m) Counterpart. This Agreement may be executed in one or more counterparts including signing a facsimile copy, which together constitute one and the same instrument.